

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH

STRAFFORD, ss.

SUPERIOR COURT

Gerard Lallemand
5 Nash Parkway
Somersworth, NH 03878

vs.

CIGNA Group Insurance
Disability Management Solutions
P. O. Box 709015
Dallas, TX 75370-9015

**COMPLAINT FOR DAMAGES AND PETITION FOR DECLARATORY
JUDGMENT OF INSURANCE CONTRACT/COMPEL ARBITRATION**

NOW COMES Gerard Lallemand of 5 Nash Parkway, Somersworth, County of Strafford, State of New Hampshire and does complain against CIGNA Group Insurance, P.O. Box 709015, Dallas, Texas in regards to denial of benefits pursuant to a group Long-Term Disability Insurance Policy issued for the benefit of the employees of United Technologies Corporation, being Group Policy No. FLK0030086 and Claim No. 1217600 and does demand payment of full long-term disability benefits as provided by such policy and in support thereof states as follows:

COMMON FACTS

1. The Plaintiff is a resident of New Hampshire and resides at 5 Nash Parkway, Somersworth, New Hampshire, situate in the County of Strafford and therefore jurisdiction is properly before the Strafford County Superior Court.
2. The Defendant (hereinafter CIGNA), is an insurance company licensed to do business in the State of New Hampshire and with its principal place of business in Dallas, Texas.
3. The Petitioner was employed by United Technologies Corporation for 26 ½ years where he enjoyed a competitive wage and other benefits, including but not limited to long-term disability insurance paid by his employer directly to CIGNA.
4. The Petitioner began receiving disability benefits from CIGNA in 2004 as a result of a chronic degenerative back condition for which he could not continue his employment with United Technologies Corporation. The Petitioner was terminated from employment in December of 2006 because he was physically unable to perform his job duties.
5. Pursuant to the aforementioned CIGNA long-term disability insurance policy that was available through the Petitioner's employment, the Petitioner filed for and received long-term disability benefits from CIGNA commencing in 2004 in the approximate amount of \$2,600.00 per month.

6. Pursuant to the aforementioned CIGNA policy, the Petitioner is required to meet with his treating physician, board-certified neurologist Carlos Palacio, periodically to have his medical condition reviewed for purposes of reviewing his insurance eligibility.

7. The CIGNA long-term disability policy (hereinafter the Policy) provides benefits to the Petitioner to the extent the Petitioner is "disabled."

8. The Policy defines the Petitioner "disabled" if he cannot return to his prior employment or he cannot procure employment that pays him 80% of his prior earnings.

9. The Petitioner earned \$22.13 per hour and worked on an average in excess of 40 hours per week. The Petitioner has unsuccessfully and earnestly attempted to find employment within his medical restrictions. His efforts have included extensive meetings with the New Hampshire Department of Employment Security's vocational rehabilitation experts who find the Petitioner disabled from virtually all employment.

10. Although the Petitioner's medical condition has not substantially changed since he was awarded benefits pursuant to the Policy, CIGNA has chosen to cease paying the Petitioner benefits as of January 6, 2011.

11. The Petitioner has exhausted the Policy's appeal provisions to no avail.

WHEREFORE, the Plaintiff respectfully prays that this Honorable Court issue orders of notice, hold a hearing, and rule, order and decree:

A. That CIGNA pay the Petitioner benefits pursuant to the Policy to include all past and continuing monetary benefits; and

B. Grant such other and further relief as may be just and fair.

Respectfully submitted,
Gerard Jallemand

By: The Coolidge Law Firm, PLLC,
His Attorneys

Peter J. Mathieu, Esq. - NH Bar #2860
98 High Street
Somersworth, NH 03878
Telephone: (603) 692-4282